LICENSES—MUNICIPAL CORPORATIONS—REASONABLENESS.—STATE ET AL. V. COOPER, 47 S. E. 129 (N. C.).—*Held*, that when a liveryman being licensed in his own town, meets a person in another and drives him into the country, such town cannot require a license, the contract having been made without its limits. Montgomery, J., *dissenting*.

Municipalities may lay taxes for municipal purposes on privileges. *Moore v. Commissioners of Fayetteville*, 80 N. C. 154; *Wilmington v. Macks*, 86 N. C. 88. A single act does not constitute a business. *Kipp v. Patterson*, 26 N. J. 288; *Durham v. Rochester*, 5 Cow. 462. Municipal powers are to be strictly construed. *State v. Charleston Council*, 2 Speers L. (S. C.) 624. On the other hand, unreasonableness cannot be maintained on ground of non residence, within corporate limits. *Bates v. Mobile*, 46 Ala. 158; *City of St. Charles v. Nolle*, 51 Mo. 122.

MORTGAGE—LIFE TENANT—VALIDITY.—BRYAN V. DUPOYSTER, 130 FED. 83 (C. C. A.).—*Held*, that an instrument in the nature of a mortgage creates no lien on land which can be enforced after the end of the estate of the *cestui que trust*.

In most jurisdictions when, as in the case under consideration, the trustee has merely been given power to sell the trust property, such power does not authorize him to mortgage the property even during the existence of the estate of the *cestui que trust*. *Stronghill v. Austey*, 22 L. J. Ch. 130; *Hannah v. Carnahan*, 65 Mich. 601; *Hoyt v. Jacques*, 129 Mass. 286: But the courts of Georgia and Pennsylvania hold otherwise. *Miller v. Redwine*, 75 Ga. 130; *Zane v. Kennedy*, 42 Pa. St. 259. In *McCreary v. Bomberger*, 151 Pa. St. 323, it was held that a life tenant with power to sell may execute a mortgage which will bind even the remaindermen. The general rule is that a trustee has no implied power to mortgage. *Jamison v. McWhorter*, 7 Houst. 242 (Del.); *Griffin v Blanchar*, 17 Cal. 70. But where it is reasonable or necessary for the execution of the trust, a power to mortgage may be implied. *Gilbert v. Penfield*, 124 Cal. 234.

NEGLIGENCE—JOINT LIABILITY.—GRAVES V. CITY AND S. TEL. ASS'N., 132 FED. 387 (D. C.).—Where a trolley feed-wire was negligently allowed to form a circuit with irons on a telegraph pole, whereby plaintiff's intestate received a mortal shock and fall, *held*, that the negligence of the trolley and telegraph companies, though independent, was identical and made them joint tort feasors.

As to what constitutes joint wrongs the courts seem to conflict. Thus independent speakers of identical slanderous words are not joint wrongdoers. *Chamberlain v. Goodwin*, Cro. Jac. 647. But persons uttering identical statements in furtherance of a single fraud are jointly liable. *Patten v. Gurney*, 17 Mass. 182. And one injured by collision, through negligence of a railroad company and a trolley company, may sue them both jointly, though their acts of negligence were diverse. *Matthews v. Delaware, L. & W. Co.*, 56 N. J. L. 34. Persons whose animals, being kept on common premises, commit a trespass, may be sued jointly, though the animals are owned severally and individually. *Jack v. Hudnall*, 25 Ohio St. 255. Indivisibility of damage seems to be a frequent factor in determining joint liability.

PRESCRIPTION—WAY OF NECESSITY—ADVERSE USE.—ANN ARBOR FRUIT CO. V. RAILROAD CO., 99 N. W. 869 (MICH.).—Plaintiff continued to use a way